

AMORTIZATION MORTGAGE RECORD 70

424

Receiving No. 3254

AMORTIZATION MORTGAGE

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from

Lillie Jaedicko

To

LAND BANK COMMISSIONER

STATE OF KANSAS,

COUNTY OF DOUGLAS

This instrument was filed for record in the office of Register of Deeds of said County, on the 5 day of

November, 1935, at 2:15 o'clock A. M.

Harold P. Beck
Register of Deeds.

THIS INDENTURE, Made this 1st day of October, 1935, between Lillie Jaedicko, also known as Lillie B. Jaedicko, and Francis W. Jaedicko, her husband

of the County of Douglas, and State of Kansas, hereinafter called the Mortgagor, whether one or more, and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of TWO THOUSAND and NO/100 (\$2,000.00) DOLLARS, in hand paid by the Mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant,

bargain, sell and convey to said Mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), less a three-acre tract for church described as: Beginning at the southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township Fourteen (14) South, Range Eighteen (18) East, thence north 415 feet, thence west 277 feet, thence south 415 feet, thence east 277 feet to the point of beginning, containing 3 acres of land, more or less, and that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), west of a line commencing 1300 feet west of the southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15), 715 feet west of the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$), thence northeasterly to a point thence to a point 410.97 feet north of said same point in the east line of said Southeast Quarter (SE $\frac{1}{4}$); also excepting from that part remaining in the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15) lying south and east of the following described line: Beginning at a point 410.6 feet north of the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$), thence south 85 degrees, 44 minutes west 400.9 feet, thence south 12 degrees 24 minutes east to intersect the line described in the previous exception, the same being running from a point 715 feet west of the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and running to a point 410 feet north of the same identical corner; also that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14) described as beginning at a point on the west boundary of Section Fourteen (14), Township Fourteen (14) South, Range Eighteen (18) East, 410.8 feet north of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Fourteen (14) South, Range Eighteen (18) East, thence north 0 degrees 33 minutes west 909.2 feet, more or less, to the northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Fourteen (14), thence south 89 degrees 54 minutes east 1079.7 feet, more or less, to a point 240.3 feet west of the northeast corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), thence south 4 degrees 05 minutes east 215.8 feet, thence south 58 degrees 14 minutes west 442.5 feet, thence south 83 degrees 04 minutes west 372.4 feet, thence south 35 degrees 35 minutes west 509.3 feet to the place of beginning, all of said described property being south and East of the Sixth Principal Meridian;

Containing 294.14 acres, more or less, according to the U. S. Government Survey thereof

Together with all privileges, hereditaments and appurtenances therunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights of way, apparatus and fixtures belonging to or used in connection therewith, whether owned by the Mortgagor at the date of this mortgage, or thereafter acquired.

That said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting

The Federal Land Bank of Wichita in the sum of \$4,500.00, dated October 1, 1935, filed for record on the 5 day of November, 1935, at 9:10 a.m., recorded in Book 61, Page 205 of the records in the office of Register of Deeds of Douglas County, Kansas.

Provided, this mortgage is given to secure the payment by the Mortgagor to the Mortgagee, at his offices in the City of Wichita, Kansas, of the sum of \$2,000.00, evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, conditioned for the payment of said sum, with interest on said principal or unpaid balance thereof at the rate of five per centum per annum, payable semi-annually on the 1st day of January and July in each year; said principal sum being payable on an amortization plan and in Forty (40) equal, successive semi-annual instalments of \$50.00 each, the first instalment being payable on the 1st day of January, 1940, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of July, 1959; Mortgagor to have the privilege, of paying at any time one or more instalments of principal, or the entire unpaid balance of said principal sum, such additional principal payments, if made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable instalment of principal.

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances excepting such encumbrances as are specifically disclosed and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whatsoever.
2. To pay when due all payments provided for in the note secured hereby.
3. To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.
4. To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage; to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.